

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

In the Matter Of:

JOSE M. CHIQUES TORRES

Debtor

Case No. 08-04927 (SEK)

Chapter 13

**MOTION REQUESTING REJECTION AND DELIVERY OF LEASED PROPERTY
PURSUANT TO SECTION 365 AND REQUEST FOR DISMISSAL**

TO THE HONORABLE COURT:

COMES NOW creditor POPULAR AUTO, and hereby states and prays as follows:

1. Popular Auto is a creditor of the above-named debtor pursuant to 11 U.S.C. §101(10), and therefore a party in interest in the instant proceeding.
2. On April 14, 2007 debtor subscribed a Financial Lease Agreement over a 2006 Kia Sedona, lease account no. xx-xxx-xxxxx-xx-5908. The Financial Lease Contract is payable in seventy-two (72) payments of \$489.99 each, said contract expiring on April 1, 2013.
3. Debtor's Post Confirmation Modification Plan dated February 4, 2009, provides for the assumption of the lease with Popular Auto and for trustee to pay pre-petition arrears.
4. As of this date, debtor owes **twelve (12) post-petition** payments and late charges accrued under this contract for a total amount of **\$6,149.38**.

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5. Upon information and belief, debtor has continued to operate and is at the present operating the leased unit, consequently causing depreciation in its value, and therefore jeopardizing Popular Auto's interest over such property. Accordingly, Popular Auto is requesting the rejection of the Financial Lease Agreement and the delivery of the leased property.
6. Should debtor fail to timely address the issue herein raised, Popular Auto requests that this case be dismissed under Section 1307.

WHEREFORE, for the above stated reasons, Popular Auto hereby respectfully requests that this Court issue an Order finding debtor in material default with the assumed lease and directing debtor to immediately surrender the unit under the lease agreement with Popular Auto for failure to comply with section 365.

NOTICE IS HEREBY GIVEN THAT IF NO WRITTEN REPLY OR OPPOSITION IS FILED AND SERVED WITHIN THIRTY (30) DAYS FROM THE DAY OF SERVICE HEREOF, THE COURT MAY ENTER AN ORDER GRANTING THE RELIF SOUGHT HEREIN PURSUANT TO BANKRUTPCY LOCAL RULE 9013(a).

CERTIFICATE OF SERVICE

I hereby certify that on this same date I electronically filed the foregoing motion with the Clerk of the Court using the CM/ECF System which will send notification of this filing to the following parties: MARILYN VALDES ORTEGA, ESQ., Attorney for debtor, and ALEJANDRO OLIVERAS RIVERA, Chapter 13 Trustee. It is further certified that a copy of this motion was sent by regular mail to debtor at his address of record: PO BOX 176, SABANA HOYOS, PR 00688.

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Respectfully submitted in San Juan, Puerto Rico, this 2nd day of September, 2010.

/s/VERONICA DURAN CASTILLO
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